

EXHIBIT 14.1

FICO AGREEMENT

FICO SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into by and among the Tohono O'odham Nation, a federally recognized Indian Tribe ("Nation"), the San Xavier District ("District"), two classes of San Xavier allottees (collectively "San Xavier Allottees"), the United States, Farmers Investment Co., an Arizona corporation and Farmers Water Co., an Arizona corporation (collectively "FICO"), who are each a party hereto and are collectively referred to as "Parties," and is effective on the Enforceability Date of the Southern Arizona Water Rights Settlement Amendments Act of 2004 ("Amendments"). This Settlement Agreement is referred to as this "Agreement."

RECITALS:

A. The Nation, the San Xavier Allottees and the United States are plaintiffs in an action pending in the United States District Court for the District of Arizona (Civ. No. 75-39 TUC consolidated with Civ. No. 75-51 TUC-FRZ) and related litigation ("Litigation").

B. FICO is one of several defendants in the Litigation.

C. The Parties desire to reach a final settlement of the Litigation as between them. .

D. The Nation, the San Xavier Allottees, and FICO are users of the water resources of the Upper Santa Cruz Basin and have a mutual interest in conserving those resources.

E. The Parties desire to further provide for water conservation.

F. The Parties further desire to release each other from certain claims and liabilities.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Enforceability Date. The term "Enforceability Date" means the "Enforceability Date" as defined in the Amendments.

1.2 FICO Lands. The term "FICO Lands" shall mean all lands owned by FICO described on Exhibit "A" hereto.

1.3 San Xavier District or District. The terms "San Xavier District" or "District" shall mean one of eleven political subdivisions of the Tohono O'odham Nation established under the constitution of the Nation, having boundaries coterminous with the San Xavier Reservation.

1.4 San Xavier Reservation. The term "San Xavier Reservation" shall mean the San Xavier Indian Reservation existing as of the Enforceability Date as established by the Executive Order of July 1, 1874, which is a part of the Tohono O'odham Nation.

ARTICLE 2

WITHDRAWALS

2.1 FICO agrees to limit total withdrawals of water from FICO Lands within two miles of the San Xavier Reservation as described in Exhibit B to no more than 850 acre-feet per annum on a three-year rolling average. This limit includes withdrawals of stored water as defined in A.R.S. § 45-802.01 on the Enforceability Date, except for withdrawals from a recovery well within one mile of an underground storage facility so long as the well is permitted only to recover storage credits accrued for water stored at that facility.

2.2 FICO agrees to limit withdrawals of water from all FICO Lands to 36,000 acre-feet per annum on a three-year rolling average not including withdrawals of stored water (as defined in A.R.S. § 45-802.01 on the Enforceability Date) that has been stored within these lands.

2.3 FICO agrees not to sell any groundwater credits accumulated pursuant to A.R.S. § 45-467 for use by third parties for withdrawal of water from within three miles of the exterior boundaries of the Tohono O'odham Nation as such boundaries exist on the Enforceability Date.

2.4 The Nation, the District and the San Xavier Allottees agree to limit their withdrawals from the San Xavier Reservation to those amounts authorized by the Amendments.

2.5 In order to monitor compliance with the limitations provided in this Article above, the Nation and FICO mutually agree to provide the other with water use reports on or before April 30 of each year for the year preceding. FICO may comply with this obligation by providing the Nation with a copy of relevant reports required to be filed under State law.

ARTICLE 3

WAIVER AND RELEASE

3.1 The Nation and the San Xavier Allottees waive and release all claims against FICO arising out of FICO's withdrawal of water from beneath the ground within the Tucson Management Area from time immemorial through the Enforceability Date.

3.2 The Nation and the San Xavier Allottees waive and release all claims against FICO that may arise after the Enforceability Date to the extent that such claims arise out of FICO's withdrawal of water within the Tucson Management Area pursuant to its existing Irrigation Type 1 and Type 2 state law water rights and withdrawals of stored water as defined on the Enforceability Date in A.R.S. § 45-802.01, except as such rights are agreed to be limited in this Agreement.

3.3 The United States waives and releases all claims referred to in 3.1 and 3.2 above against FICO insofar as said claims relate to claims of the Allottees and the Nation within the Tucson Management Area.

3.4 FICO waives and releases all claims against the United States, the Nation and the San Xavier Allottees arising out of their withdrawal of water from beneath the San Xavier Reservation and other land of the Nation within the Tucson Management Area on or before the Enforceability Date.

3.5 FICO waives and releases all claims after the Enforceability Date against the United States, the Nation and the San Xavier Allottees to the extent that such claims arise out of their withdrawal of water as authorized under Amendments, and hereby confirms such parties' rights to withdraw water as authorized by said amendments.

ARTICLE 4

REMEDIES

4.1 The Party claiming any breach of this Agreement shall notify the offending party in writing of the alleged breach and provide the offending party a 60-day opportunity to cure prior to seeking any remedy hereunder.

4.2 The remedies of the Parties for breach of this Agreement shall be limited to equitable, declaratory and injunctive relief including avoidance of this Agreement and the waivers provided in Article 3 and shall not include the payment of damages.

ARTICLE 5

GENERAL

5.1 Notice required pursuant to the terms of this Agreement shall be in writing and shall be effective on the earlier of (a) the date when received by such party or (b) the date which is three days after mailing by certified or registered mail, return receipt requested, to the address of such Party set forth herein, or to such other address as shall have previously been specified in writing by such Party to all Parties hereto. Notice shall be sent to the respective parties as follows:

Nation:

Chairperson
Tohono O'odham Nation
P. O. Box 837
Sells, Arizona 85634

With copies to:

Attorney General
Tohono O'odham Nation
P. O. Box 830
Sells, Arizona 85634

FICO:

Mr. Richard S. Walden
President
FARMERS INVESTMENT CO.
1525 Sahuarita Road
P.O. Box 7
Sahuarita, Arizona 85629

With a copy to:

Robert B. Hoffman
Somach Simmons & Dunn
6035 North 45th Street
Paradise Valley, Arizona 85253-4001

San Xavier District:

Chairman San Xavier District Council
2018 W. San Xavier Road
Tucson, Arizona 85746

With a copy to:

Louis W. Barassi
Barassi & Curl PLC
485 S. Main Ave.
Tucson, Arizona 85701

San Xavier Allottees:

President
San Xavier Allottees Association
2018 W. San Xavier Road
Tucson, Arizona 85746

With a copy to:

Thomas E. Luebben
Luebben, Johnson & Barnhouse LLP
211 12th Street NW
Albuquerque, New Mexico 87012

United States of America;

Secretary of the Interior
Department of the Interior
Washington, D.C. 20240

With copies to:

Area Director
Western Regional Office
P.O. Box 10
Phoenix, Arizona 85001

Regional Director
Bureau of Reclamation
Lower Colorado Region
P.O. Box 427
Boulder City, Nevada 89005

Bureau of Indian Affairs
Papago Indian Agency
Sells, Arizona 85634

5.2 The Parties hereby represent to each other that each has reviewed this Agreement with competent legal counsel, and that no Party shall deny the validity of this Agreement on the grounds that it did not understand the nature and consequences of this Agreement or did not have the advice of independent counsel.

5.3 The Parties are aware of canons of interpretation where ambiguities in contracts are resolved by courts in favor of a party based upon status such as that of an Indian Tribe or of a drafter. Notwithstanding such canons, counsel for the parties have negotiated, read and approved the language of this Agreement, which language shall be construed in its entirety according to its fair meaning and not strictly for or against any of the parties, who have worked together in preparing the final version of this Agreement.

5.4 This Agreement is and shall be binding upon the heirs, devisees, executors, assigns and successors in interest of each of the Parties. The lands described in Exhibit A hereto and the owners thereof shall benefit from Article 3 hereof unless and until the withdrawal

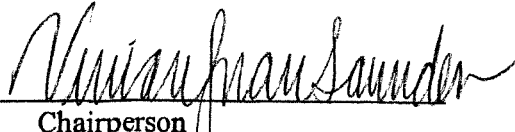
limitations of Article 2 are exceeded after the expiration of the cure period provided by paragraph 4.1 hereof. In order to carry out the intent of this paragraph, FICO shall record this Agreement in the official records of Pima County upon the occurrence of the Enforceability Date.

5.5 This Agreement may be executed in multiple counterparts and when a counterpart has been executed by each of the Parties thereto, such counterparts taken together shall constitute a single agreement. Duplicate and/or faxed originals may also be utilized, each of which shall be deemed an original document.

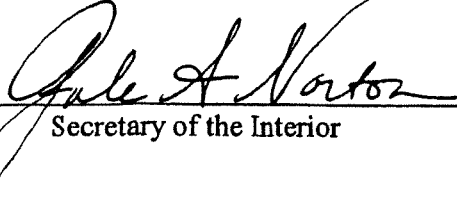
5.6 The Parties agree to cooperate with each other in effectuation this Agreement and carrying out its terms.

DATED this 12th day of June, 2008.

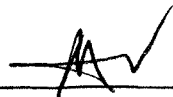
TOHONO O'ODHAM NATION

By 
Chairperson

UNITED STATES OF AMERICA

By 
Secretary of the Interior

SAN XAVIER DISTRICT

By 
Chairman

FARMERS INVESTMENT CO.

By

Richard Walden
President

STATE OF ARIZONA)

)SS

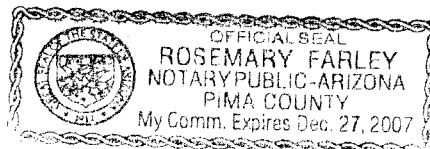
COUNTY OF Pima)

The foregoing was acknowledged before me this 12th day of June, 2006, by
Richard Walden, President of Farmers Investment Co.

Rosemary Farley
Notary Public

My Commission expires:

12/27/07



FARMERS WATER CO.

By

Richard Walden
President

STATE OF ARIZONA)

)SS

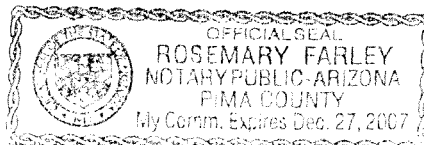
COUNTY OF Pima)

The foregoing was acknowledged before me this 12th day of June, 2006, by
Richard Walden, President of Farmers Water Co.

Rosemary Farley
Notary Public

My Commission expires:

12/27/07



UNITED STATES V. TUCSON ALLOTTEE CLASS

By: AA ✓

By: Suzanna Carlyle

By: Julian Cannon - Person

By: Carmela Muth

By: R 2 RedDog

By: Michael L. Davis

By: Its Class Representatives

ALVAREZ V. TUCSON ALLOTTEE CLASS (Causes of Action 1 through 3)

By: AA ✓

By: Suzanna Carlyle

By: Julian Cannon - Person

By: Carmela Muth

By: R 2 RedDog

Its Class Representatives

ALVAREZ V. TUCSON ALLOTTEE CLASS (Causes of Action 1 through 3)

By: Luzinda Nunez

By: Arnell Encinas

By: Abelino Encinas

By: Verma & Chiquel

By: Celestine Robles

By: Paula D. V.

By: Jocella Dasso Benell

By: Julicia Nunez

By: Ruperto J. Nunez

By: Henry J. Nunez

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

Its Class Representatives

HOLDINGS OF
FARMERS INVESTMENT CO. & FARMERS WATER CO.
(a subsidiary of Farmers Investment Co.)
in
PIMA COUNTY, ARIZONA

January 19, 2004

SAHUARITA
LEGAL DESCRIPTION

Parcel 1:

All that portion of Section 31, Township 16 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, lying West of the Westerly right-of-way of Highway 89 as now established;

EXCEPT that part within Pima Mine Road; and

EXCEPT that portion described in Docket 1788 at Page 546.

Parcel 2:

All that portion of Section 6, Township 17 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, lying West of the Westerly right-of-way of Highway 89 as now established.

Parcel 3:

All that portion of Section 7, Township 17 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, lying West of the Westerly right-of-way of Highway 89 as now established;

EXCEPT that portion of said Section within the right-of-way of Sahuarita Road as now established;

EXCEPT that portion described in Docket 1788 at Page 536; and

EXCEPT that portion described in Docket 5007 at Page 286.

Parcel 4:

The South half of the Southeast quarter of Section 12, Township 17 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona;

EXCEPT that portion within the right-of-way of Sahuarita Road as now established;

ALSO EXCEPT the West 45 feet thereof as conveyed to Pima County in Docket 4535 at Page 467.

Parcel 5:

The Northeast quarter of the Southeast quarter of Section 12, Township 17 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona;

EXCEPT the West 528.00 feet of the South half of the South half of the Northeast quarter of the Southeast quarter of Section 12.

Parcel 6:

The East half of Section 13, Township 17 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona;

EXCEPT that portion within the Sahuarita Road right-of-way as now established;

EXCEPT the Southern Pacific Railroad Spur described in Docket 6101 at Page 1026; and

EXCEPT that portion conveyed to Pima County, Arizona in Docket 10276 at Page 849.

Parcel 7:

All that portion of Section 18, Township 17 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, lying West of the Westerly right-of-way of Highway 89 as now established;

EXCEPT that portion within the right-of-way of Southern Pacific Railroad as now established;

EXCEPT that portion described in Docket 6101 at Page 1026 and in Docket 7829 at Page 1377; and

EXCEPT any portion lying within Sahuarita Road.

Parcel 8:

That portion of the West half of Section 19, Township 17 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, lying West of the Westerly right-of-way of Highway 89 as now established.

Parcel 9:

The East half of Section 24, Township 17 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona;

EXCEPT any portion lying within La Villita Road as now established.

Parcel 10:

All of Section 25, Township 17 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona;

EXCEPT the West half of the Southwest quarter of said Section 25;

EXCEPT the East half of the Southeast quarter of said Section lying Southerly of Duval Mine Road/Tucson-Nogales Highway as now established;

EXCEPT that parcel of land described in Docket 5600 at Page 34; and

EXCEPT any portion lying within Duval Mine Road/Tucson-Nogales Highway.

Parcel 11:

All that portion of the Northwest quarter of Section 30, Township 17 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, lying West of the Westerly right-of-way of the Southern Pacific Railroad;

EXCEPT any portion lying within Duval Mine Road/Tucson-Nogales Highway and the Old Nogales Highway.

Parcel 12:

That portion of the East half of Section 31, Township 16 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, lying East of the Easterly right-of-way of Southern Pacific Railroad as now established;

EXCEPT that portion described in Docket 1788 at Page 523; and

EXCEPT a strip of land 33.00 feet wide adjacent to the East right-of-way line of the Southern Pacific Railroad in the Northeast quarter of said Section 31.

Parcel 13:

The West half of Section 5, Township 17 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona.

Parcel 14:

All that portion of Section 6, Township 17 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, lying East of the Easterly right-of-way of the Southern Pacific Railroad as now established.

Parcel 15:

All that portion of Section 7, Township 17 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, lying East of the Easterly right-of-way of Southern Pacific Railroad as now established;

EXCEPT the following described parcel:

BEGINNING at the Northeast corner of Section 7;

EXCEPT any portion described in Docket 4469 at Pages 493 and 513, Docket 5171 at Page 547, Docket 5993 at Page 640, Docket 10312 at Page 862; and Docket 7094 at Page 1031, Docket 7829 at Page 1377 (church properties) and

FURTHER EXCEPTING Sahuarita Road and right-of-way as now established.

Parcel 16:

All of Section 8, Township 17 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona;

EXCEPT the East half of the East half of said Section 8;

EXCEPT the South half of the Southeast quarter of the Southwest quarter of said Section 8;

EXCEPT that portion of the West half of the Northeast quarter of said Section 8, being described as follows:

BEGINNING at a point on the East line of the West half of the Northeast quarter of said Section 8, which is 500.00 feet South of the North 1/16th corner;

THENCE South 0°04'55" West, along said East line, a distance of 1020.00 feet;

THENCE North 44°55'05" West, a distance of 721.25 feet;

THENCE North 45°04'55" East, a distance of 721.25 feet to the POINT OF BEGINNING; and

FURTHER EXCEPT any portion of said Section 8 within the right-of-way of Sahuarita road as now established.

Parcel 17:

The North half of the North half of the Northwest quarter of Section 17, Township 17 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona;

EXCEPT that portion within the right-of-way of Sahuarita Road as now established.

Parcel 18:

All that portion of Section 18, Township 17 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, lying East of the Easterly right-of-way of Southern Pacific Railroad;

EXCEPT that portion described in Docket 3681 at Page 310.

Parcel 19:

All that portion of Section 19, Township 17 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, lying East of the Easterly right-of-way of Southern Pacific Railroad;

EXCEPT the Southeast quarter of the Northeast quarter of Section 19;

EXCEPT the East half of the Southeast quarter of said Section 19;

EXCEPT that parcel described in Docket 1138 at Page 104.

Parcel 20:

All that portion of Section 30, Township 17 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, lying East of the Easterly right-of-way of the Southern Pacific Railroad;

EXCEPT the East half of the Northeast quarter of said Section 30; and

EXCEPT the Southeast quarter of said Section 30.

CONTINENTAL
LEGAL DESCRIPTION

Parcel 21:

That portion of the North half of the San Ignacio de la Canoa Private Land Grant, Pima County, Arizona, according to the survey of said land grant made by the United States Surveyor General on March 10, 1901, which said survey is now on file in the United States Surveyor General's office at Phoenix in the State of Arizona, said portion lying West of the West right-of-way line of Nogales Branch of the Southern Pacific Railroad as now established;

COMMENCING at the Southeast corner of said North half of the San Ignacio de la Canoa Private Land Grant as shown in Roadhaven Resort, Inc., Lots 1 through 425 and Common Areas A. & B, a subdivision as recorded in Book 37 of Maps and Plats at Page 4, records of Pima County, Arizona;

THENCE North 59°12'41" West, along the South line of said North half, a distance of 3790.40 feet to a point on the Westerly right-of-way line of the Southern Pacific Railroad, said point being the POINT OF BEGINNING;

THENCE continue North 59°12'41" West, along the South line of said North half, a distance of 705.00 feet;

THENCE departing said South line, North 04°31'51" East, a distance of 550.00 feet;

THENCE North 17°44'48" West, a distance of 1522.12 feet;

THENCE North 18°26'38" East, a distance of 5812.36 feet;

THENCE North 21°39'23" East, a distance of 112.00 feet;

THENCE North 28°41'19" East, a distance of 2033.45 feet;

THENCE North 05°48'33" East, a distance of 2869.19 feet;

THENCE North 12°48'58" East, a distance of 1366.80 feet;

THENCE North 30°59'55" East, a distance of 1796.96 feet;

THENCE North 09°45'08" East, a distance of 1443.96 feet;

THENCE North 82°55'44" East, a distance of 220.00 feet;

THENCE North 07°04'15" East, a distance of 250.00 feet;

THENCE South 82°55'44" East, a distance of 220.00 feet;

THENCE North 07°04'16" East, along the projected East line of the Green Valley Desert Meadows, a subdivision as recorded in Book 22 of Maps and Plats at Page 65, a distance of 1944.11 feet to the Northeast corner of said subdivision, said corner also being the Southeast corner of the Green Valley Fairways #3 as recorded in Book 18 of Maps and Plats at Page 51, records of Pima County;

THENCE North 13°14'25" East, along the East boundary line of said Green Valley Fairway #3, a distance of 867.97 feet;

THENCE North 28°23'31" East, along said boundary line, a distance of 592.14 feet;

THENCE North 11°58'29" East, a distance of 729.46 feet to the Southeast corner of the Tucson Green Valley Unit No. 1, a subdivision as recorded in Book 16 of Maps and Plats at Page 76, records of Pima County, Arizona, said point hereinafter referred to as Point A;

THENCE North 10°30'00" East, along the East boundary line of said subdivision, a distance of 467.35 feet;

THENCE North 15°10'27" East, along said boundary line, a distance of 852.31 feet;

THENCE North 13°22'39" East, along said line, a distance of 1002.51 feet;

THENCE North 10°22'19" East, along said line, a distance of 377.99 feet;

THENCE North 19°43'59" East, a distance of 365.40 feet;

THENCE North 36°51'49" East, a distance of 508.85 feet;

THENCE North 36°33'39" East, a distance of 80.77 feet to the Southeast corner of the Tucson Green Valley Unit No. 1 recorded in Book 16 of Maps and Plats at Page 76, records of Pima County, Arizona, said point hereinafter referred to as Point A;

THENCE North 36°33'39" East, along the East line, a distance of 499.00 feet;

THENCE North 00°34'46" East, along said East line, a distance of 656.10 feet;

THENCE North 05°33'44" East, along said East line, a distance of 596.54 feet;

THENCE North 10°12'43" East, along said East line, a distance of 675.61 feet;

THENCE North 10°36'01" East, along said East line, a distance of 502.77 feet;

THENCE North 37°24'33" East, along said East line, a distance of 697.42 feet;

THENCE North 04°09'06" West, along said East line, a distance of 450.06 feet;

THENCE North 17°14'13" East, along said East line, a distance of 706.82 feet;

THENCE North 22°59'37" East, along said East line, a distance of 633.96 feet;

THENCE North 07°52'58" West, along said East line, a distance of 620.62 feet to a point on the North boundary line of said San Ignacio de la Canoa Private Land Grant;

THENCE South 59°19'09" East, along said boundary line, a distance of 2401.52 feet to a point on the West right-of-way line of the Tucson-Nogales U.S. Highway 89 as dedicated in Book 7 of Road Dedications at Page 268, Pima County;

THENCE South 16°21'30" West, along said right-of-way line, a distance of 726.44 feet to a point of tangent curve to the left having a radius of 3894.72 feet;

THENCE Southerly along the arc of said curved right-of-way line through a central angle of 11°52'48", a distance of 807.55 feet;

THENCE South 85°31'18" East, a distance of 30.00 feet;

THENCE South 04°28'42" West, along said right-of-way line, a distance of 6427.29 feet to a point of tangent curve to the left having a radius of 2743.82 feet;

THENCE Southerly along the curve to the right, a distance of 638.37 feet and an interior angle of 13°19'49" to the point of tangent;

THENCE South 17°48'31" West, a distance of 2786.32 feet;

THENCE South 72°11'29" East, a distance of 71.00 feet to a point on the West right-of-way line of the Southern Pacific Railroad;

THENCE South 17°48'31" West, along said Westerly right-of-way line, a distance of 7309.23 feet to a point of tangent curve with a radius of 5679.65 feet;

THENCE Southerly along the arc of said curve to the right through a central angle of 14°33'33", a distance of 1443.23 feet to the point of tangent;

THENCE South 32°22'04" West, a distance of 45.01 feet;

THENCE North 57°37'56" West, a distance of 100.00 feet;

THENCE South 32°22'04" West, a distance of 2535.54 feet to the point of tangent curve with a radius of 11,609.19 feet;

THENCE Southerly along the arc of said curve to the left through a central angle of 03°04'08", a distance of 743.39 feet to a point of non-tangent;

THENCE South $61^{\circ}18'04''$ East, a distance of 100.00 feet to a point of a non-tangent curve with a radius of 11509.19 feet and a radial line that bears South $61^{\circ}18'04''$ East;

THENCE Southerly along the arc of said curve to the left through a central angle of $08^{\circ}20'51''$, a distance of 1676.79 feet to a point of tangent;

THENCE South $20^{\circ}21'05''$ West, a distance of 4430.47 feet;

THENCE North $69^{\circ}38'55''$ West, a distance of 100.00 feet;

THENCE South $20^{\circ}21'05''$ West, a distance of 1000.00 feet;

THENCE South $69^{\circ}38'55''$ East, a distance of 100.00 feet;

THENCE South $20^{\circ}21'05''$ West, a distance of 194.08 feet to the POINT OF BEGINNING;

EXCEPT any portion lying within the property described Docket 3903 at Page 468, Docket 4038 at Page 721, and Docket 7858 at Page 1363;

EXCEPT any portion lying within the Park Centre Subdivision, Lots 1 through 180 and Common Area A, a subdivision recorded in Book 41 of Maps and Plats at Page 19 thereof, records of Pima County, Arizona;

EXCEPT any portion lying within the property conveyed to Pima County as described in Docket 8195 at page 1483;

EXCEPT the parcel conveyed to Farmers Water Co., an Arizona corporation in Docket 11409 at Page 1418; and

EXCEPT the parcel conveyed to the Town of Sahuarita in Docket 11481 at Page 3594;

BUT TOGETHER WITH those portions of abandoned Continental Road/Tucson Nogales Highway described in the Deed from Pima County recorded in Docket 8270, Page 1106, which was rerecorded in Docket 10095, Page 645.

Parcel 22:

R. K. Walden residence (two parcels). See Attachment A.

Parcel 23:

R. S. Walden residence. See Attachment B.

Parcel 24:

Roadhaven (DeAnza) Booster. See Attachment C

Parcel 25:

W-11 (DeAnza) Well Site. See Attachment D.

Parcel 26:

W-12 (DeAnza) Well Site. See Attachment E.

Parcel 27:

NP-1 Well Site. Described in Docket 7928 on Pages 2537 & 2538. See Attachment F.

Parcel 28:

NP-2 Well Site. Described in Docket 7928 on Pages 2539 & 2540. See Attachment F.

Parcel 29:

E-2 Well Site. Described in Docket 7928 on Pages 2533 & 2534. See Attachment F.

Parcel 30:

E-7 Well Site. Described in Docket 7928 on Page 2535. See Attachment F.

Parcel 31:

E-14 Well Site.. Described in Docket 7928 on Page 2536. See Attachment F.

Parcel 32:

FICO (Continental) Housing. Described in Docket 7928 on Pages 2507 & 2508, except School District #39 Property, described in Docket 154 on Page 166 and Docket 7349 on Page 509. See Attachment G.

LEGAL DESCRIPTION

EAST PARCEL
DJA JOB NO. FICO005
AUGUST 20, 1997

That certain parcel of land situated in the San Ignacio de la Canoa private land grant, according to the survey of said land grant made by the United States Surveyor General on March 10, 1901, and which said survey is now on file in the United States General's Office at Phoenix, in the State of Arizona, and which reference is being made, within Pima County, Arizona, more particularly described as follows:

Commencing at the northeast corner of Lot 61 as shown in the Green Valley South Acres Subdivision, as recorded in Book 28 of Maps & Plats at Page 59, Pima County, Arizona, said corner being a 2" aluminum capped pipe tagged P.E. 7076;

Thence North $87^{\circ}17'37''$ East along the south property line of the Green Valley Foothills No. 2 Subdivision, as recorded in Book 19 of Maps & Plats at Page 65, Pima County, Arizona, a distance of 941.69 feet, to a point, said point being a $5/8$ " rebar with no tag;

Thence continue along said south property line South $47^{\circ}10'49''$ East a distance of 724.88 feet to a point, said point being a $1/2$ " rebar tagged R.L.S. 1047;

Thence continue along said south property line of the Green Valley Foothills No. 2 Subdivision, South $69^{\circ}25'01''$ East a distance of 340.00 feet to the POINT OF BEGINNING;

Thence continue South $69^{\circ}25'01''$ East a distance of 1009.22 feet to a point, said point being a $1/2$ " rebar tagged R.L.S. 1047;

Thence continue along said south property line of the Green Valley Foothills No. 2 subdivision South $59^{\circ}48'43''$ East a distance of 680.44 feet to a point on the west right-of-way line of the Tucson-Nogales Highway (I-19), said point being a point of a non-tangent curve with a radius of 11589.16, with a radial line that bears South $68^{\circ}20'08''$ East;

Thence southwesterly along the arc of said curve concave to the southeast a distance of 1372.62 feet and an interior angle of $6^{\circ}47'10''$ to a point, said point being A.D.O.T. aluminum cap and on said west right-of-way line;

Thence South $15^{\circ}17'22''$ West along said west right-of-way line of Tucson-Nogales Highway, a distance of 152.28 feet to a point, said point being a $1/2$ " rebar tagged P.E. 2067;

Thence departing said west right-of-way line North 74°21'57" West a distance of 277.74 feet to a point, said point being a 2" aluminum capped pipe tagged P.E. 7076, said point shown on the north property line of the Green Valley South Acres Subdivision, as recorded in Book 28 of Maps & Plats at Page 59, Pima County, Arizona;

Thence continue along said north property line North 74°43'26" West a distance of 1370.62 feet to a point, said point being a 2" aluminum capped pipe;

Thence North 63°34'01" West along said north property line of said subdivision a distance of 510.00 feet to a point;

Thence departing said north property line North 61°29'02" East a distance of 190.00 feet to a point;

Thence North 84°54'38" East a distance of 125.00 feet to a point;

Thence North 20°19'26" East a distance of 163.58 feet to a point;

Thence North 21°05'18" West a distance of 49.07 feet to a point;

Thence North 68°54'42" East a distance of 50.00 feet to a point;

Thence North 21°05'18" West a distance of 495.00 feet to a point;

Thence North 69°25'15" East a distance of 202.45 feet to a point;

Thence South 63°07'44" East a distance of 165.00 feet to a point;

Thence North 24°01'59" East a distance of 260.00 feet to a point;

Thence South 57°21'21" East a distance of 20.00 feet to a point;

Thence North 32°38'39" East a distance of 50.00 feet to a point;

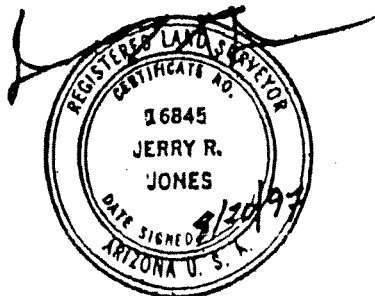
Thence North 36°50'46" East a distance of 470.00 feet to the POINT OF BEGINNING.

Said parcel contains 71.82 acres more or less.

Subject to all easements, encumbrances, restrictions, and reservation of record or otherwise.

See attached Exhibit "A".

Page 2 of 2
(d:\negals\lico5est.pcl)



Attachment A

LEGAL DESCRIPTION

WEST PARCEL
DJA JOB NO. FICO005
AUGUST 20, 1997

That certain parcel of land situated in the San Ignacio de la Canoa private land grant, according to the survey of said land grant made by the United States Surveyor General on March 10, 1901, and which said survey is now on file in the United States General's Office at Phoenix, in the State of Arizona, and which reference is being made, within Pima County, Arizona, more particularly described as follows:

Beginning at the northeast corner of Lot 61 as shown in the Green Valley South Acres Subdivision, as recorded in Book 28 of Maps & Plats at Page 59, Pima County, Arizona, said corner being a 2" aluminum capped pipe tagged P.E. 7076;

Thence North $87^{\circ}17'37''$ East along the south property line of the Green Valley Foothills No. 2 Subdivision, as recorded in Book 19 of Maps & Plats at Page 65, Pima County, Arizona, a distance of 941.69 feet to a point, said point being a $5/8$ " rebar with no tag;

Thence continue along said south property line South $47^{\circ}10'49''$ East a distance of 724.88 feet to a point, said point being a $1/2$ " rebar tagged R.L.S. 1047;

Thence continue along said south property line of the Green Valley Foothills No. 2 Subdivision, South $69^{\circ}25'01''$ East a distance of 340.00 feet to a point;

Thence departing said south property line South $36^{\circ}50'46''$ West a distance of 470.00 feet to a point;

Thence South $32^{\circ}38'39''$ West a distance of 50.00 feet to a point;

Thence North $57^{\circ}21'21''$ West a distance of 20.00 feet to a point;

Thence South $24^{\circ}01'59''$ West a distance of 260.00 feet to a point;

Thence North $63^{\circ}07'44''$ West a distance of 165.00 feet to a point;

Thence South $69^{\circ}25'15''$ West a distance of 202.45 feet to a point;

Thence South $21^{\circ}05'18''$ East a distance of 495.00 feet to a point;

Page 1 of 2

(d:\legals\fico5wst.pcl)

Thence South 68°54'42" West a distance of 50.00 feet to a point;

Thence South 21°05'18" East a distance of 49.07 feet to a point;

Thence South 20°19'26" West a distance of 163.58 feet to a point;

Thence South 84°54'38" West a distance of 125.00 feet to a point;

Thence South 61°29'02" West a distance of 190.00 feet to a point on the north property line of the Green Valley South Acres Subdivision, as recorded in Book 28 of Maps & Plats, at Page 59, Pima County, Arizona;

Thence along said north property line North 63°34'01" West a distance of 942.13 feet to a point, said point being a 2" aluminum capped pipe, tagged P.E. 7076;

Thence continue along said north property line North 63°06'42" West a distance of 505.50 feet to a point, said point being a 1/2" rebar tagged P.E. 7076;

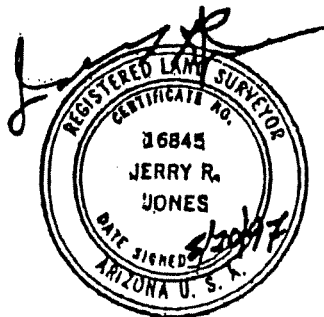
Thence North 75°02'56" West a distance of 92.71 feet to a point, said point being a 5/8" rebar tagged P.E. 7076;

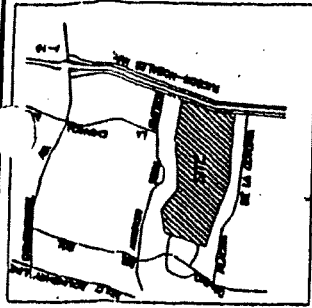
Thence North 23°02'55" East along the east property line of Lots 50, 51, 60 and 61 of the Green Valley South Acres Subdivision, as recorded in Book 28 of Maps & Plats at Page 59, Pima County, Arizona, a distance of 1432.48 feet to the POINT OF BEGINNING.

Said parcel of land contains 66.27 acres more or less.

Subject to all easements, encumbrances, restrictions, and reservation of record or otherwise.

See attached Exhibit "A".





LOCATION MAP
PORTIONS OF SECTIONS 22 & 27, T18S, R13E,
PIMA COUNTY, ARIZONA, WITHIN THE
SAN IGNACIO DE LA CANA LAND GRANT

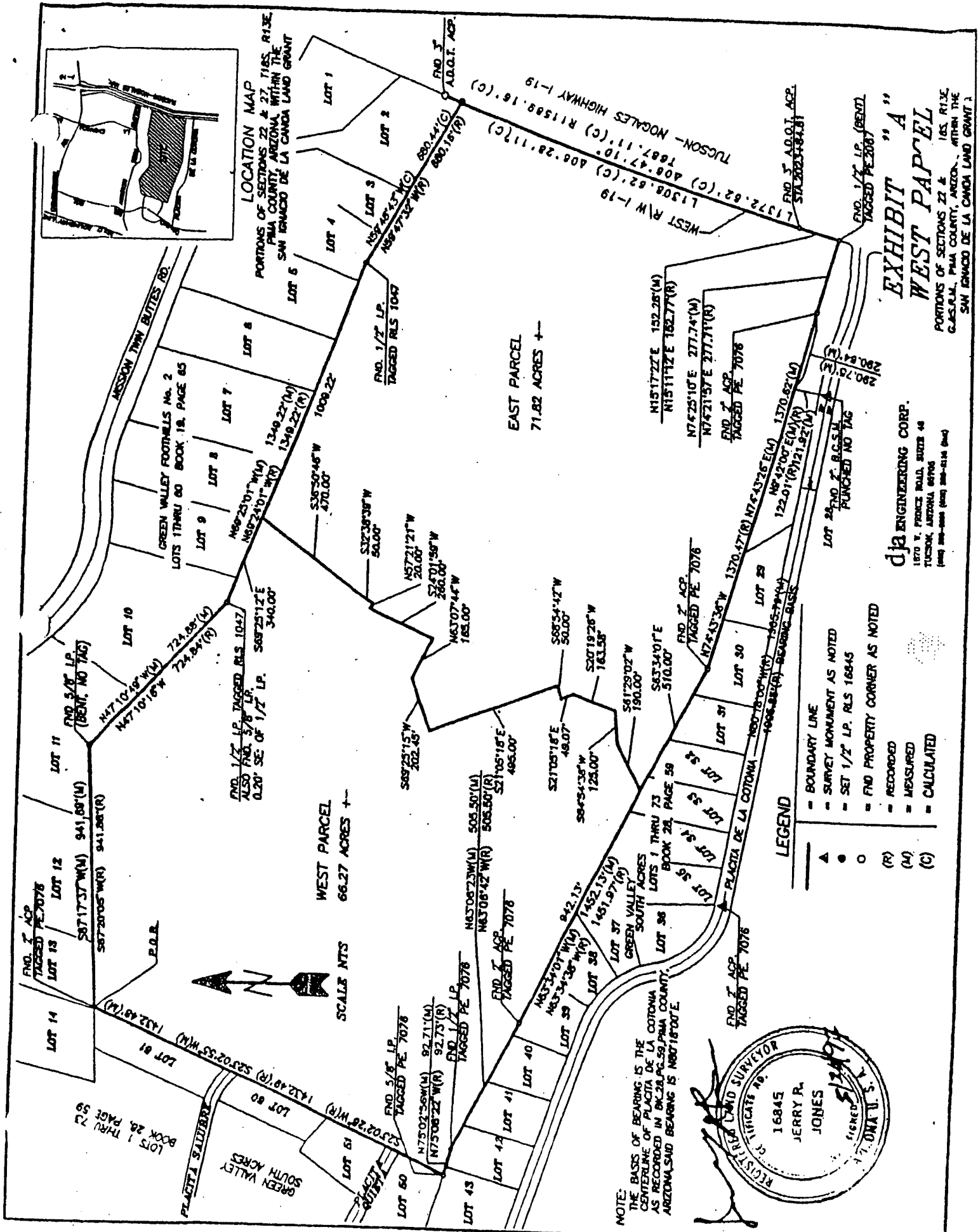


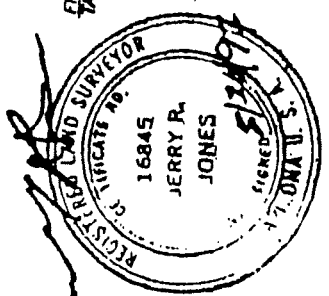
EXHIBIT "A" WEST PARCEL

PORTIONS OF SECTIONS 22 & 27, T18S, R13E,
PIMA COUNTY, ARIZONA, WITHIN THE
SAN IGNACIO DE LA CANA LAND GRANT

dja ENGINEERING CORP.
1870 E. PRICE ROAD, SUITE 48
TUCSON, ARIZONA 85705
(520) 288-4444 (FAX) 288-4114 (CELL)

- LEGEND
- BOUNDARY LINE
 - SURVEY MONUMENT AS NOTED
 - SET 1/2" LP. RLS 188-45
 - FND PROPERTY CORNER AS NOTED
 - RECORDED
 - MEASURED
 - CALCULATED
- △ (R) (M) (C)

NOTE:
THE BASIS OF BEARING IS THE
CENTERLINE OF PLACITA DE LA COTONIA
AS RECORDED IN BK. 28, PG. 59, PIMA COUNTY,
ARIZONA, SAID BEARING IS N80°18'00"E.



STATE OF ARIZONA

County of Pima

SS.

The foregoing instrument was acknowledged before me this 31st day of December, 2003 by Doris J. Clark, the Asst. Trust Off of Lawyers Title of Arizona, as Trustee under Trust No. 7950-T.

Notary Public

My Commission Expires:

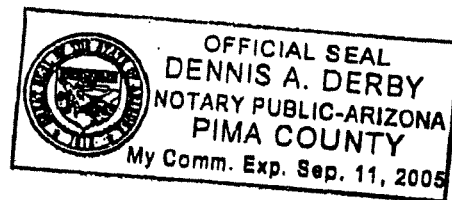


EXHIBIT A

**Property Description
[Attached]**

Attachment B

Stantec Consulting Inc.
201 North Bonita Avenue
Tucson AZ 85745-2999
Tel: (520) 750-7474 Fax: (520) 750-7470
stantec.com



Stantec

Legal Description of Parcel of Land

DESCRIPTION of a parcel of land located within a portion of the San Ignacio De La Canoa Land Grant, which lies within Township 18 South, Ranges 13 & 14 East, Gila & Salt River Meridian, Pima County, Arizona. Said parcel being more fully described as follows:

COMMENCING at a point said point being the northeast corner of said land grant, Thence South 23°01'34" West a distance of 1272.25 feet;

Thence South 23°01'11" West a distance of 2701.26 feet;

Thence South 23°05'55" West a distance of 267.49 feet;

Thence North 66°54'05" West a distance of 2214.24 feet to the **TRUE POINT OF BEGINNING**;

Thence South 70°24'07" West a distance of 121.31 feet;

Thence South 49°50'32" West a distance of 56.77 feet;

Thence South 25°57'03" West a distance of 70.00 feet;

Buildings

Thence South 01°26'48" East a distance of 206.01 feet;

Environment

Thence North 77°29'37" West a distance of 400.05 feet;

Industrial

Thence North 04°25'13" East a distance of 155.02 feet;

Transportation

Thence North 48°51'51" West a distance of 114.75 feet;

Urban Land

Thence North 41°08'09" East a distance of 171.21 feet;

Thence along a tangent curve to the left, with a radius of 120.00 feet, through a central angle of 34°37'56" (the chord of which bears North 23°49'11" East, a distance of 71.43 feet) for an arc length of 72.53 feet;

3 December 2002

Reference: 85610664-15 Madera Highlands Infrastructure

Page 2 of 3

Thence along a reverse curve to the right, with a radius of 25.00 feet, through a central angle of $69^{\circ}24'57''$ (the chord of which bears North $41^{\circ}12'42''$ East, a distance of 28.47 feet) for an arc length of 30.29 feet;

Thence along a reverse curve to the left, with a radius of 350.00 feet, through a central angle of $1^{\circ}09'58''$ (the chord of which bears North $75^{\circ}20'12''$ East, a distance of 7.12 feet) for an arc length of 7.12 feet;

Thence along a reverse curve to the right, with a radius of 300.00 feet, through a central angle of $33^{\circ}27'03''$ (the chord of which bears South $88^{\circ}31'16''$ East, a distance of 172.67 feet) for an arc length of 175.15 feet;

Thence South $71^{\circ}47'45''$ East a distance of 211.50 feet;

Thence along a tangent curve to the right, with a radius of 162.50 feet, through a central angle of $58^{\circ}40'24''$ (the chord of which bears South $42^{\circ}27'33''$ East, a distance of 159.23 feet) for an arc length of 166.41 feet to the **TRUE POINT OF BEGINNING**.

Said parcel containing an approximate area of 213,363 square feet or 4.90 acres of land, more or less.

Stantec

Attachment B

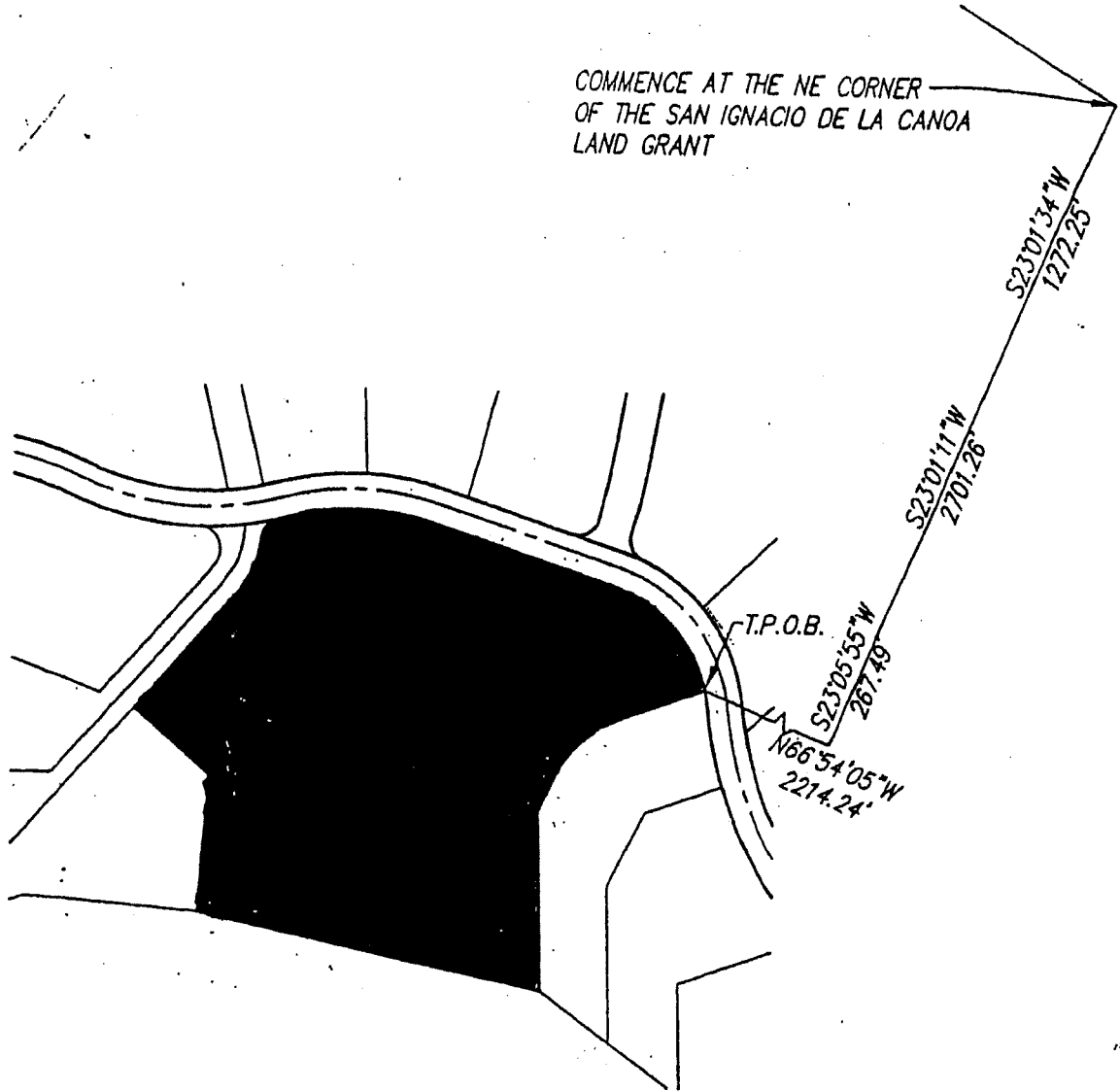
EXHIBIT B

Reservations, Covenants and Easements Requiring Metering, Inspection and Entry

The Property described herein which is the subject of this conveyance (the "Property") is subject to an agreement made and entered into as of December 31, 1978 (the "Agreement") by and among Farmers Investment Co., an Arizona corporation, Anamax Mining Company, a partnership consisting of the Anaconda Company, a Delaware corporation, and AMAX Arizona, Inc., a Nevada corporation, and Duval Corporation, a Delaware corporation (the "Parties") and to a Declaration of Reservations, Covenants, and Easements running with the land recorded on November 20, 1979, in Book 6179, page 719, and re-recorded February 26, 1980 in Book 6223 at page 671 in the records of Pima County, Arizona (the "Declaration"). As provided in and in accordance with paragraph 2 of the Declaration, the prohibitions in paragraph 1 of the Declaration on taking, withdrawing, transferring, assigning, or using water underlying the surface of the Property are hereby modified and released on the following terms and conditions. Grantee hereunder by acceptance of any contract of sale or deed to the Property covenants to be personally bound hereby, to include this paragraph in all future agreements of sale, and deeds of conveyance of the Property or any part thereof, and to require all lessees or any other persons who enjoy any beneficial interest in the Property through Grantee to comply with the terms hereof. The following reservations, covenants and easements are hereby declared to attach to and run with the land, in favor of the Parties, to be binding upon the land and all owners, mortgagees (excepting mortgagees pursuant to mortgages of record on the date of recordation of the Declaration), lessees, and other persons having or acquiring any right, title or interest in and to the Property or any part thereof. The taking, withdrawal, transfer, assignment or use in any manner whatsoever of water underlying the surface of the Property is prohibited except in compliance with the following provisions. Each well on the Property shall be equipped by Grantee with a recording device which will within acceptable engineering standards measure accurately the gallonage of water produced by such well. The production of each well shall be recorded and the records maintained. Each Party shall be entitled at reasonable times to inspect each measuring and recording device on the Property and its installation, and to copy the recording and recorded data as made. Each Party shall also, upon reasonable notice, be entitled to have any such device checked for accuracy, provided that such activity shall be so conducted as not to unreasonably interfere with the usage of the well being checked. Grantee hereunder shall maintain for periods of not less than five years accurate records, which shall disclose the total production in gallons of all water produced for each well on the Property, which records shall be open to inspection and copying by the Parties. Any Party requesting an accuracy check of any water measuring device shall bear the actual expense thereof. Grantee shall submit to each of the Parties (or to such other persons as the Parties may be written notice to Grantee designate in writing) on or before February 15 of each year an annual report stating the total amount of water pumped from each well on the Property during the preceding calendar year. Grantee shall promptly respond to requests for additional information from the Parties related to the amount of water used and such other information as may reasonably be related to the fact, amount and purpose of water use during the year. At the time of delivery of the annual pumping reports, Grantee shall also notify the Parties of any additional wells which have been drilled, any wells which have been deepened, and any wells which have been abandoned during the preceding calendar year. Such information shall include the location of the well by legal

description, and, as to new and deepened wells, their size, depth, source of power supply, current production or actual productive capacity and productive capacity when last in use. Each Party shall be entitled at reasonable times upon reasonable notice to enter and inspect the Property to determine that the terms hereof are being complied with and shall have the right to enforce the provisions hereof and to enjoin any violations hereof. The restrictions of this paragraph shall terminate as provided in paragraph 7 of the Declaration. The terms "Party," "Parties," "Farmers Investment Co.," "Anamax Mining Company," and "Duval Corporation" mean the Parties and their successors as defined in paragraph 10 of the Declaration. Except as specifically modified herein, all other reservations, covenants and easements of the Declaration shall remain in full force and effect as to the Property and all owners, mortgagees, lessees, and other person having or acquiring any right, title or interest in and to the Property or any part thereof.

COMMENCE AT THE NE CORNER
OF THE SAN IGNACIO DE LA CANOA
LAND GRANT



SCALE: 1 INCH = 200 FEET

EXHIBIT OF A PARCEL OF LAND
SAID PARCEL IS LOCATED IN PART OF
SAN IGNACIO DE LA CANOA LAND GRANT WITHIN
TOWNSHIP 18 SOUTH, RANGE 13 EAST
GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

DRAWN WLA

DATE 12-03-2002

JOB No. 85810684-15

SHT. 1 OF 1



Stardec

201 NORTH BONITA AVENUE
TUCSON, AZ 85745-2999
PH: [520] 750-7474
FAX: [520] 750-7470

ENGINEERING . PLANNING .
LANDSCAPE ARCHITECTURE .
WATER RESOURCES .
SURVEYING . TRANSPORTATION .

110900410



Tucson
35 E. Toole Avenue
Mail: P.O. Box 1830
Tucson, AZ 85702-1830
(602) 624-2391

E. W. "Bud" Dooley, P.E.
Jerry R. Jones, P.E.
Hubert A. Duncan, P.E.
David C. Logue, P.E.
James R. Wise, P.E.
Richard H. Bourque, P.E.
Frank G. Castro, P.E.
Roger E. Baale, P.E.
Shi-En Shiao, P.E.
John Panchalk, R.L.S.
James D. Lynch, A.P.A.

Phoenix
4747 N 22nd St
Suite 302
Phoenix, AZ 85016
(602) 956-9850

William D. Mathews, P.E.
James A. Catterfeld, P.E.
Richard M. Presto, A.I.A., A.S.L.A.
Carroll M. Lenderking, R.L.S.

Dooley-Jones & Associates, Inc.

CONSULTING ENGINEERS / PLANNERS / ARCHITECTS / SURVEYORS

PREPARED FOR
FARMERS INVESTMENT COMPANY

DICK WALDEN

DJA JOB NO. 83-089

SEPTEMBER 25, 1983

REVISED OCTOBER 25, 1983

DeAnza Booster Station Site

That certain portion of land situated in the San Ignacio de La Canoa Private Land Grant, Pima County, Arizona, more particularly described as follows:

Beginning at a point on the south line of the north 1/2 of San Ignacio de Canoa Private Land Grant, said corner being on the east right-of-way line of I-19, Tucson-Nogales Highway, thence North $22^{\circ}27'31''$ East along said right-of-way line a distance of 2700.00 feet;

Thence departing said right-of-way line South $67^{\circ}32'29''$ East a distance of 60.00 feet to the TRUE POINT OF BEGINNING;

Thence North $22^{\circ}27'31''$ East a distance of 60.00 feet;

Thence North $45^{\circ}04'43''$ East a distance of 97.50 feet;

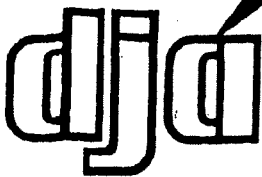
Thence South $67^{\circ}32'29''$ East a distance of 162.50 feet;

Thence South $22^{\circ}27'31''$ West a distance of 150.00 feet;

Thence North $67^{\circ}32'29''$ West a distance of 200.00 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 0.65 acre, more or less.

MO:HAD:RAB:dmh



Dooley-Jones & Associates, Inc.

CONSULTING ENGINEERS / PLANNERS / ARCHITECTS / SURVEYORS

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Carroll M. Lenderking, R.L.S.

PREPARED FOR
FARMERS INVESTMENT COMPANY

DICK WALDEN

DJA JOB NO. 83-089

SEPTEMBER 25, 1983

REVISED OCTOBER 25, 1983

DeAnza Well Site W-11

That certain portion of land situated in the San Ignacio de La Canoa Private Land Grant, Pima County, Arizona, more particularly described as follows:

Beginning at a point on the south line of the north 1/2 of San Ignacio de La Canoa Private Land Grant, said corner being on the east right-of-way line of I-19, Tucson-Nogales Highway;

Thence North $22^{\circ}27'31''$ East along said right-of-way line a distance of 2692.64 feet;

Thence departing said right-of-way line South $67^{\circ}32'29''$ East distance of 1749.36 feet to the northwest corner of proposed well site W-11, said point also being the TRUE POINT OF BEGINNING;

Thence South $71^{\circ}33'22''$ East a distance of 100.00 feet;

Thence South $18^{\circ}26'38''$ West a distance of 100.00 feet;

Thence North $71^{\circ}33'22''$ West a distance of 100.00 feet;

Thence North $18^{\circ}26'38''$ East a distance of 100.00 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 0.23 acre, more or less.

MO:HA D:RAB:dmh

Attachment D



Dooley-Jones & Associates, Inc.

CONSULTING ENGINEERS / PLANNERS / ARCHITECTS / SURVEYORS

Tucson
35 E. Toole Avenue
Mail: P.O. Box 1830
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Carroll M. Lenderking, R.L.S.

PREPARED FOR
FARMERS INVESTMENT COMPANY

DICK WALDEN

DJA JOB NO. 83-089

SEPTEMBER 25, 1983

REVISED OCTOBER 25, 1983

DeAnza Well Site W-12

That certain portion of land situated in the San Ignacio de La Canoa Private Land Grant, Pima County, Arizona, more particularly described as follows:

Beginning at a point on the east right-of-way of Interstate 19, said point be the southwest corner of Green Valley Desert Meadows #3 as recorded in Book 25, Page 73, thence South $32^{\circ}24'19''$ East a distance of 1756.07 feet to the northwest corner of proposed well site W-12, said point also being the TRUE POINT OF BEGINNING;

Thence South $74^{\circ}46'34''$ East a distance of 100.00 feet;

Thence South $15^{\circ}13'26''$ West a distance of 100.00 feet;

Thence North $74^{\circ}46'34''$ West a distance of 100.00 feet;

Thence North $15^{\circ}13'26''$ East a distance of 100.00 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 0.23 acre, more or less.

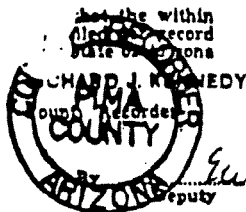
MO:HAD:RAB:dmh

STATE OF ARIZONA
COUNTY OF PIMA
Witness my hand and Official Seal.

Indexed	Paged	Blotted

FORM 4-12

I h.
instr.
in Pin.



No. 75244
Book 7 Page 2524
Date: Dec 10 1986 - 4 PM 2540
Request of:
STEWART TITLE & TRUST OF TUCSON
Fee: 17.00

WHEN RECORDED, RETURN TO:

QUITCLAIM DEED

For consideration of Ten Dollars, and other valuable consideration,
the undersigned Grantor,

E.C. GARCIA AND COMPANY, INC.,
an Arizona corporation,

does hereby quitclaim to the undersigned Grantee,

FARMERS WATER CO.,
an Arizona corporation,

all right, title and interest it may have in and to the following described
real property located in the County of Pima, State of Arizona, together with
all rights, water rights, improvements, irrigation ditches, privileges, and
appurtenances thereto:

SEE EXHIBIT "A" ATTACHED HERETO AND
HEREBY INCORPORATED BY REFERENCE
(hereinafter referred to as the
"Property")

SUBJECT TO the following reservations, covenants and easements:

The Property described herein which is the subject of
this conveyance (the "Property") is subject to an Agreement
made and entered into as of December 31, 1978 (the
"Agreement") by and among Farmers Investment Co., an
Arizona corporation, Anamax Mining Company, a partnership
consisting of the Anaconda Company, a Delaware corporation,
and AMAX Arizona, Inc., a Nevada corporation, and Duval
Corporation, a Delaware corporation (the "Parties") and to
a Declaration of Reservations, Covenants, and Easements
running with the land recorded on December 24, 1979, in
Docket 6179, page 719, et seq., and rerecorded on
February 26, 1980 in Docket 6223, page 671, et seq., in the
records of Pima County, Arizona (the "Declaration"). As
provided in and in accordance with paragraph 2 of the
Declaration, the prohibitions in paragraph 1 of the
Declaration on taking, withdrawing, transferring,
assigning, or using water underlying the surface of the

7928 2529

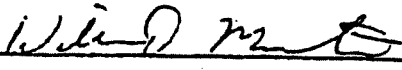
Property are hereby modified and released on the following terms and conditions. The Grantee hereunder by acceptance of any contract of sale or deed to the Property covenants to be personally bound hereby, to include this paragraph in all future agreements of sale, and deeds of conveyance of the Property or any part thereof, and to require all leasees or any other persons who enjoy any beneficial interest in the Property through the Grantee to comply with the terms hereof. The following reservations, covenants and assessments are hereby declared to attach to and run with the land, in favor of the Parties, to be binding upon the land and all owners, mortgagees (excepting mortgagees pursuant to mortgages of record on the date of recordation of the Declaration), leasees, and other persons having or acquiring any right, title or interest in and to the Property or any part thereof. The taking, withdrawal, transfer, assignment or use in any manner whatsoever of water underlying the surface of the Property is prohibited except in compliance with the following provisions: Each well on the Property shall be equipped by the Grantee with a recording device which will within acceptable engineering standards measure accurately the gallons of water produced by such well. The production of each well shall be recorded and the records maintained. Each Party shall be entitled at reasonable times to inspect each measuring and recording device on the Property and its installation, and to copy the recording and recorded data as made. Each Party shall also, upon reasonable notice, be entitled to have any such device checked for accuracy, provided that such activity shall be so conducted as not to unreasonably interfere with the usage of the well being checked. The Grantee hereunder shall maintain for periods of not less than five years accurate records, which shall disclose the total production in gallons of all water produced for each well on the Property, which records shall be open to inspection and copying by the Parties. Any Party requesting an accuracy check of any water measuring device shall bear the actual expense thereof. The Grantee shall submit to each of the Parties (or to such other persons as the Parties may by written notice to the Grantee designate in writing) on or before February 15 of each year an annual report stating the total amount of water pumped from each well on the Property during the preceding calendar year. The Grantee shall promptly respond to requests for additional information from the Parties related to the amount of water used and such other information as may reasonably be related to the fact, amount and purpose of water use during the year. At the time of delivery of the annual pumping reports, the Grantee shall also notify the Parties of any additional wells which have been drilled, any wells which have been deepened, and any wells which have been abandoned during the preceding calendar year.

Such information shall include the location of the well by legal description, and, as to new and deepened wells, their size, depth, source of power supply, current production or actual productive capacity and productive capacity when last in use. Each Party shall be entitled at reasonable times upon reasonable notice to enter and inspect the Property to determine that the terms hereof are being complied with and shall have the right to enforce the provisions hereof and to enjoin any violations hereof. The restrictions of this paragraph shall terminate as provided in paragraph 7 of the Declaration. The terms "Party", "Parties", "Farmers Investment Co.", "Anamax Mining Company", and "Duval Corporation" mean the Parties and their successors as defined in paragraph 10 of the Declaration. Except as specifically modified herein, all other reservations, covenants and assessments of the Declaration shall remain in full force and effect as to the Property and all owners, mortgagees, lessees, and other persons having or acquiring any right, title or interest in and to the Property or any part thereof.

Grantee, by signature hereto and acknowledgement hereof, accepts the conveyance of the Property and agrees to be bound by the reservations, covenants, and assessments above set forth.

DATED: December 16th, 1986.

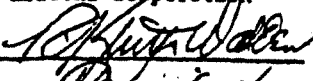
E.C. GARCIA AND COMPANY, INC.,
an Arizona corporation

By 
Its E.C. Garcia and Company, Inc.

"GRANTOR"

ACCEPTED BY THE UNDERSIGNED
GRANTEE:

FARMERS WATER CO.,
an Arizona corporation

By 
Its President

"GRANTEE"

STATE OF ARIZONA)

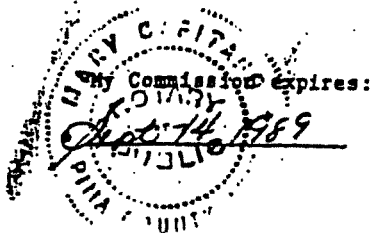
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COUNTY OF PIMA)

On this, the 10TH day of December, 1986, before me, the undersigned Notary Public, personally appeared WILLIAM D. MARTIN, who acknowledged himself to be the EXECUTIVE VICE PRESIDENT of E. C. GARCIA AND COMPANY, INC., an Arizona corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein and in the capacity therein stated.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Mary Capatana
Notary Public



STATE OF ARIZONA)

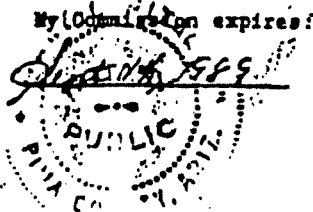
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COUNTY OF PIMA)

On this, the 10TH day of December, 1986, before me, the undersigned Notary Public, personally appeared R. KEITH WALDEN, who acknowledged himself to be the PRESIDENT of FARMERS WATER CO., an Arizona corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein and in the capacity therein stated.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Mary Capatana
Notary Public



Legal Description For Well Site E-2

THAT PORTION OF LAND SITUATED IN THE NORTH ONE-HALF OF SAID LAND GRANT, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF CENTERLINE OF SOUTHERN PACIFIC RAILROAD WITH NORTH BOUNDARY LINE OF SAID CANOA LAND GRANT, FROM WHICH THE G.L.O. CLOSING CORNER MONUMENT OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 13 EAST, AND SECTION 7, TOWNSHIP 18 SOUTH, RANGE 14 EAST, GILA AND SALT RIVER MERIDIAN PIMA COUNTY, ARIZONA, BEARS SOUTH 59°19'09" EAST A DISTANCE OF 2678.88 FEET;

THENCE SOUTH 20°51'30" WEST ALONG THE CENTERLINE OF SAID RAILROAD A DISTANCE OF 477.20 FEET TO A POINT OF TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2864.82 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 819.01 FEET THROUGH A CENTRAL ANGLE OF 16°22'48" TO A POINT OF TANGENCY;

THENCE SOUTH 04°28'42" WEST ALONG SAID RAILROAD CENTERLINE A DISTANCE OF 2954.64 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE CONTINUE SOUTH 04°28'42" WEST A DISTANCE OF 2497.92 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B";

BEGINNING AT THE AFOREMENTIONED POINT "B";

THENCE SOUTH 04°28'42" WEST ALONG THE CENTERLINE OF SAID RAILROAD A DISTANCE OF 1138.53 FEET TO A POINT OF TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 2864.82 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 449.11 FEET THROUGH A CENTRAL ANGLE OF 08°58'56" TO A POINT HEREINAFTER REFERRED TO AS POINT "D";

BEGINNING AT THE AFOREMENTIONED POINT "D";

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVED CENTERLINE A DISTANCE OF 217.41 FEET THROUGH A CENTRAL ANGLE OF 04°20'53" TO A POINT OF TANGENCY;

THENCE SOUTH 17°48'31" WEST ALONG SAID CENTERLINE A DISTANCE OF 3959.06 FEET TO A POINT HEREINAFTER REFERRED AS POINT "E";

BEGINNING AT THE AFOREMENTIONED POINT "E";

THENCE SOUTH 17°48'31" WEST ALONG THE CENTERLINE OF SAID RAILROAD A DISTANCE OF 4968.54 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "F";

EXHIBIT A

7928 2533

Well Site E-2
Page 2 of 2

THENCE SOUTH $72^{\circ}11'29''$ EAST A DISTANCE OF 100.00 FEET TO
A POINT ON THE EASTERLY RIGHT-OF-WAY LINE. SAID POINT
BEING THE TRUE POINT OF BEGINNING OF SAID WELL SITE E-2:

THENCE CONTINUE SOUTH $72^{\circ}11'29''$ EAST A DISTANCE OF 100.00
FEET:

THENCE SOUTH $17^{\circ}48'31''$ WEST A DISTANCE OF 100.00 FEET:

THENCE NORTH $72^{\circ}11'29''$ WEST A DISTANCE OF 100.00 FEET TO
A POINT ON SAID RIGHT-OF-WAY LINE:

THENCE NORTH $17^{\circ}48'31''$ EAST A DISTANCE OF 100.00 FEET TO
THE TRUE POINT OF BEGINNING:

7928 2534

Legal Description For Well Site E-7

THAT PORTION OF LAND SITUATED IN THE NORTH ONE-HALF OF SAID LAND GRANT, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF CENTERLINE OF SOUTHERN PACIFIC RAILROAD WITH NORTH BOUNDARY LINE OF SAID CANOA LAND GRANT, FROM WHICH THE G.L.O. CLOSING CORNER MONUMENT OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 13 EAST, AND SECTION 7, TOWNSHIP 18 SOUTH, RANGE 14 EAST, GILA AND SALT RIVER MERIDIAN PIMA COUNTY, ARIZONA, BEARS SOUTH 59°19'09" EAST A DISTANCE OF 2678.88 FEET;

THENCE SOUTH 20°51'30" WEST ALONG THE CENTERLINE OF SAID RAILROAD A DISTANCE OF 477.20 FEET TO A POINT OF TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2864.82 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 819.01 FEET THROUGH A CENTRAL ANGLE OF 16°22'48" TO A POINT OF TANGENCY;

THENCE SOUTH 04°28'42" WEST ALONG SAID RAILROAD CENTERLINE A DISTANCE OF 2954.64 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE CONTINUE SOUTH 04°28'42" WEST A DISTANCE OF 2497.92 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B";

THENCE NORTH 85°31'18" EAST A DISTANCE OF 100.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID RAILROAD;

THENCE SOUTH 85°02'04" EAST A DISTANCE OF 1142.97 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "C";

BEGINNING AT THE AFOREMENTIONED POINT "C";

THENCE NORTH 04°57'56" EAST A DISTANCE OF 100.00 FEET;

THENCE SOUTH 85°02'04" EAST A DISTANCE OF 100.00 FEET;

THENCE SOUTH 04°57'56" WEST A DISTANCE OF 100.00 FEET;

THENCE NORTH 85°02'04" WEST A DISTANCE OF 100.00 FEET;



7928 2535

(1)

Legal Description For Well Site E-14

THAT PORTION OF LAND SITUATED IN THE NORTH ONE-HALF OF SAID LAND GRANT, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF CENTERLINE OF SOUTHERN PACIFIC RAILROAD WITH NORTH BOUNDARY LINE OF SAID CANOA LAND GRANT, FROM WHICH THE G.L.O. CLOSING CORNER MONUMENT OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 13 EAST, AND SECTION 7, TOWNSHIP 18 SOUTH, RANGE 14 EAST, GILA AND SALT RIVER MERIDIAN PIMA COUNTY, ARIZONA, BEARS SOUTH $59^{\circ}18'09''$ EAST A DISTANCE OF 2678.88 FEET;

THENCE SOUTH $20^{\circ}51'30''$ WEST ALONG THE CENTERLINE OF SAID RAILROAD A DISTANCE OF 477.20 FEET TO A POINT OF TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2864.82 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 819.01 FEET THROUGH A CENTRAL ANGLE OF $16^{\circ}22'48''$ TO A POINT OF TANGENCY;

THENCE SOUTH $04^{\circ}28'42''$ WEST ALONG SAID RAILROAD CENTERLINE A DISTANCE OF 2954.64 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE CONTINUE SOUTH $04^{\circ}28'42''$ WEST A DISTANCE OF 2497.92 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B";

BEGINNING AT THE AFOREMENTIONED POINT "B";

THENCE SOUTH $04^{\circ}28'42''$ WEST ALONG THE CENTERLINE OF SAID RAILROAD A DISTANCE OF 1138.53 FEET TO A POINT OF TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 2864.82 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 449.11 FEET THROUGH A CENTRAL ANGLE OF $08^{\circ}58'56''$ TO A POINT HEREINAFTER REFERRED TO AS POINT "D";

THENCE DEPARTING SAID CENTERLINE SOUTH $76^{\circ}32'22''$ EAST A DISTANCE OF 818.34 FEET TO THE TRUE POINT OF BEGINNING.

THENCE NORTH $76^{\circ}00'00''$ EAST A DISTANCE OF 100.00 FEET;

THENCE SOUTH $14^{\circ}00'00''$ EAST A DISTANCE OF 100.00 FEET;

THENCE SOUTH $76^{\circ}00'00''$ WEST A DISTANCE OF 100.00 FEET

THENCE NORTH $14^{\circ}00'00''$ WEST A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING.



7928 2536

(7)

Legal Description For Well Site NP-1

THAT PORTION OF LAND SITUATED IN THE NORTH ONE-HALF OF SAID LAND GRANT, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF CENTERLINE OF SOUTHERN PACIFIC RAILROAD WITH NORTH BOUNDARY LINE OF SAID CANOA LAND GRANT, FROM WHICH THE G.L.O. CLOSING CORNER MONUMENT OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 13 EAST, AND SECTION 7, TOWNSHIP 18 SOUTH, RANGE 14 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, BEARS SOUTH $59^{\circ}19'09''$ EAST A DISTANCE OF 2678.88 FEET;

THENCE SOUTH $20^{\circ}51'30''$ WEST ALONG THE CENTERLINE OF SAID RAILROAD A DISTANCE OF 477.20 FEET TO A POINT OF TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2864.82 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 819.01 FEET THROUGH A CENTRAL ANGLE OF $16^{\circ}22'48''$ TO A POINT OF TANGENCY;

THENCE SOUTH $04^{\circ}28'42''$ WEST ALONG SAID RAILROAD CENTERLINE A DISTANCE OF 2954.64 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE CONTINUE SOUTH $04^{\circ}28'42''$ WEST A DISTANCE OF 2497.92 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B";

BEGINNING AT THE AFOREMENTIONED POINT "B";

THENCE SOUTH $04^{\circ}28'42''$ WEST ALONG THE CENTERLINE OF SAID RAILROAD A DISTANCE OF 1138.53 FEET TO A POINT OF TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 2864.82 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 449.11 FEET THROUGH A CENTRAL ANGLE OF $08^{\circ}58'56''$ TO A POINT HEREINAFTER REFERRED TO AS POINT "D";

BEGINNING AT THE AFOREMENTIONED POINT "D";

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVED CENTERLINE A DISTANCE OF 217.41 FEET THROUGH A CENTRAL ANGLE OF $04^{\circ}20'53''$ TO A POINT OF TANGENCY;

THENCE SOUTH $17^{\circ}48'31''$ WEST ALONG SAID CENTERLINE A DISTANCE OF 3959.06 FEET TO A POINT HEREINAFTER REFERRED AS POINT "E";

BEGINNING AT THE AFOREMENTIONED POINT "E";

THENCE SOUTH $17^{\circ}48'31''$ WEST ALONG THE CENTERLINE OF SAID RAILROAD A DISTANCE OF 1968.54 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "F";



7928 2537

Well Site NP-1
Page 2 of 2

BEGINNING AT THE AFOREMENTIONED POINT "F"

THENCE SOUTH $17^{\circ}48'31''$ WEST ALONG THE CENTERLINE OF SAID RAILROAD A DISTANCE OF 1168.00 FEET TO A POINT OF TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 5729.65 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1455.93 FEET THROUGH A CENTRAL ANGLE OF $14^{\circ}33'33''$ TO A POINT OF TANGENCY;

THENCE SOUTH $32^{\circ}22'04''$ WEST ALONG SAID CENTERLINE A DISTANCE OF 2580.54 FEET TO A POINT OF TANGENT CURVE TO THE LEFT WITH A RADIUS OF 11,459.19 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 698.06 FEET THROUGH A CENTRAL ANGLE OF $03^{\circ}29'25''$ TO A POINT HEREINAFTER REFERRED TO AS POINT "G";

THENCE DEPARTING SAID CENTERLINE SOUTH $61^{\circ}07'21''$ EAST A DISTANCE OF 724.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH $69^{\circ}38'55''$ EAST A DISTANCE OF 100.00 FEET;

THENCE SOUTH $20^{\circ}21'05''$ WEST A DISTANCE OF 100.00 FEET;

THENCE NORTH $69^{\circ}38'55''$ WEST A DISTANCE OF 100.00 FEET;

THENCE NORTH $20^{\circ}21'05''$ EAST A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING;

7928 2538

Legal Description For Well Site N-P2

THAT PORTION OF LAND SITUATED IN THE NORTH ONE-HALF OF SAID LAND GRANT, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF CENTERLINE OF SOUTHERN PACIFIC RAILROAD WITH NORTH BOUNDARY LINE OF SAID CANOA LAND GRANT, FROM WHICH THE G.L.O. CLOSING CORNER MONUMENT OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 13 EAST, AND SECTION 7, TOWNSHIP 18 SOUTH, RANGE 14 EAST, GILA AND SALT RIVER MERIDIAN PIMA COUNTY, ARIZONA, BEARS SOUTH $59^{\circ}19'09''$ EAST A DISTANCE OF 2678.88 FEET;

THENCE SOUTH $20^{\circ}51'30''$ WEST ALONG THE CENTERLINE OF SAID RAILROAD A DISTANCE OF 477.20 FEET TO A POINT OF TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2864.82 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 819.01 FEET THROUGH A CENTRAL ANGLE OF $16^{\circ}22'48''$ TO A POINT OF TANGENCY;

THENCE SOUTH $04^{\circ}28'42''$ WEST ALONG SAID RAILROAD CENTERLINE A DISTANCE OF 2954.64 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE CONTINUE SOUTH $04^{\circ}28'42''$ WEST A DISTANCE OF 2497.92 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B";

BEGINNING AT THE AFOREMENTIONED POINT "B";

THENCE SOUTH $04^{\circ}28'42''$ WEST ALONG THE CENTERLINE OF SAID RAILROAD A DISTANCE OF 1138.53 FEET TO A POINT OF TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 2864.82 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 449.11 FEET THROUGH A CENTRAL ANGLE OF $08^{\circ}58'56''$ TO A POINT HEREINAFTER REFERRED TO AS POINT "D";

BEGINNING AT THE AFOREMENTIONED POINT "D";

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVED CENTERLINE A DISTANCE OF 217.41 FEET THROUGH A CENTRAL ANGLE OF $04^{\circ}20'53''$ TO A POINT OF TANGENCY;

THENCE SOUTH $17^{\circ}48'31''$ WEST ALONG SAID CENTERLINE A DISTANCE OF 3959.06 FEET TO A POINT HEREINAFTER REFERRED AS POINT "E";

BEGINNING AT THE AFOREMENTIONED POINT "E";

THENCE SOUTH $17^{\circ}48'31''$ WEST ALONG THE CENTERLINE OF SAID RAILROAD A DISTANCE OF 1968.54 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "F";



7928 2539

BEGINNING AT THE AFOREMENTIONED POINT "F":

THENCE SOUTH 17°48'31" WEST ALONG THE CENTERLINE OF SAID RAILROAD A DISTANCE OF 1168.00 FEET TO A POINT OF TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 5729.65 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1455.93 FEET THROUGH A CENTRAL ANGLE OF 14°33'33" TO A POINT OF TANGENCY;

THENCE SOUTH 32°22'04" WEST ALONG SAID CENTERLINE A DISTANCE OF 2580.54 FEET TO A POINT OF TANGENT CURVE TO THE LEFT WITH A RADIUS OF 11,459.19 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 698.06 FEET THROUGH A CENTRAL ANGLE OF 03°29'25" TO A POINT HEREINAFTER REFERRED TO AS POINT "G";

BEGINNING AT THE AFOREMENTIONED POINT "G":

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE WITH A RADIUS OF 11,459.19 FEET THROUGH A CENTRAL ANGLE OF 08°31'34" A DISTANCE OF 1705.23 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 20°21'05" WEST ALONG SAID CENTERLINE A DISTANCE OF 1298.54 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "H";

THENCE DEPARTING SAID CENTERLINE SOUTH 69°38'55" EAST A DISTANCE OF 660.63 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 69°38'55" EAST A DISTANCE OF 100.00 FEET;

THENCE SOUTH 20°21'05" WEST A DISTANCE OF 100.00 FEET;

THENCE NORTH 69°38'55" WEST A DISTANCE OF 100.00 FEET;

THENCE NORTH 20°21'05" EAST A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING.

7928 2540

FICO (Continental) Housing
Legal Description

[That portion of land situated in the north one-half of said Land Grant, more particularly described as follows:

Beginning at the intersection of centerline of Southern Pacific Railroad with north boundary line of said Canos Land Grant, from which the GLO closing corner monument of Section 12, Township 18 South, Range 13 East, and Section 7, Township 18 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, bears south 59 degrees 19 minutes 09 seconds east a distance of 2678.88 feet;

Thence south 20 degrees 51 minutes 30 seconds west along the centerline of said railroad a distance of 477.20 feet to a point of tangent curve to the left having a radius of 2864.82 feet;

Thence southerly along the arc of said curve a distance of 819.01 feet through a central angle of 16 degrees 22 minutes 48 seconds to a point of tangency;

Thence south 04 degrees 28 minutes 42 seconds west along said railroad centerline a distance of 2954.64 feet to a point hereinafter referred to as point "A";

Thence continue south 04 degrees 28 minutes 42 seconds west a distance of 2497.92 feet to a point hereinafter referred to as point "B";

Beginning at the aforementioned point B;

Thence south 04 degrees 28 minutes 42 seconds west along the centerline of said railroad a distance of 1138.53 feet to a point of tangent curve to the right with a radius of 2864.82 feet;

Thence southerly along the arc of said curve a distance of 449.11 feet through a central angle of 08 degrees 58 minutes 56 seconds to a point hereinafter referred to as point "D";

BEGINNING at the aforementioned point "D";

Thence southerly along the arc of said curved centerline a distance of 217.41 feet through a central angle of 04 degrees 20 minutes 53 seconds to a point of tangency;

Thence south 17 degrees 48 minutes 31 seconds west along said centerline a distance of 3959.06 feet to a point hereinafter referred as point "E";

Thence departing said centerline south 72 degrees 11 minutes 29 seconds east a distance of 100.00 feet to a point of intersection with the easterly right-of-way line of said railroad and southerly right-of-way line of Whitehouse Canyon

7928 2507

Road as recorded in Book 9 at page 82 of Road Maps, said point being the TRUE POINT OF BEGINNING;

Thence south 34 degrees 23 minutes 51 seconds east along said south right-of-way line of Whitehouse Canyon Road a distance of 73.29 feet to a point of tangent curve to the left with a radius of 584.28 feet;

Thence easterly along the arc of said curve a distance of 241.20 feet through a central angle of 23 degrees 39 minutes 09 seconds to a point of tangency;

Thence south 58 degrees 03 minutes 00 seconds east along said right-of-way line a distance of 251.11 feet to a point of tangent curve to the left with a radius of 776.89 feet;

Thence easterly along said right-of-way line a distance of 80.10 feet through a central angle of 05 degrees 54 minutes 28 seconds to a point of tangency;

Thence south 63 degrees 57 minutes 28 seconds east a distance of 423.61 feet;

Thence departing said right-of-way line south 17 degrees 48 minutes 31 seconds west a distance of 576.85 feet;

Thence north 72 degrees 11 minutes 29 seconds west a distance of 1014.52 feet to a point on the east right-of-way line of said railroad;

Thence north 17 degrees 48 minutes 31 seconds east along said right-of-way line a distance of 864.18 feet to the TRUE POINT OF BEGINNING.

7928 2508

Schoolhouse District No. 39, Pima County

Legal Description

AND FURTHER EXCEPTING that certain parcel conveyed to the Board of Trustees, School District No. 39, Pima County, by instrument recorded in Book 164 of Deeds at page 89, described as follows: Beginning at a point 130 feet easterly, measured at right angles from center line of Tucson-Nogales Railroad main track of Southern Pacific Lines and 125 feet, measured on a line 130 feet distant from and parallel to said center line of the Railroad, northerly from pipe valve structure number 2, said valve structure being on pipe line from Well E-3; thence north 17 degrees 45.5 minutes east, 266.1 feet to a point; thence south 13 degrees 35.5 minutes east, 392.3 feet to a point; thence south 17 degrees 45.5 minutes west, 62 feet to a point; thence north 72 degrees 14.5 minutes west, 335 feet to a point or place of beginning.

Basketball Court School District No. 39, Pima County
Legal Description

9. EXCEPTING THEREFROM the following described parcel:

All that part of the said San Ignacio de La Canoa Private Land Grant, Pima County, Arizona, described as follows:

BEGINNING at a point 130 feet Easterly, measured at right angles from center line of Tucson Nogales Railroad main track of Southern Pacific Lines and 124 feet, measured on a line 130 feet distant from and parallel to said center line of the Railroad, Northerly from pipe valve structure No. 2, said valve structure being on pipe line from Well E 3, which point of beginning is the Southwest corner of that certain parcel conveyed to the Board of Trustees School District No. 39, Pima County, by instrument recorded in Book 164 of Deeds at Page 89, in the Office of the County Recorder, Pima County, Arizona; thence South 72 degrees 14 minutes 30 seconds East along the Southerly boundary of the parcel so conveyed, 109.00 feet;
thence South 17 degrees 45 minutes 30 seconds West, 124.50 feet;
thence North 72 degrees 14 minutes 30 seconds West, 109.00 feet;
thence North 17 degrees 45 minutes 30 seconds East, 124.50 feet to the Point of Beginning.